

Ref: Book 111, Page 491

**ASSIGNMENT AND ASSUMPTION OF LEASE AND
SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE
AGREEMENT**

Ref. Telephone # 312-853-7000

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENT (this "*Assignment*"), made as of February 28, 2006 ("*Effective Date*"), by and between GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("*Assignor*") and GLOBAL SIGNAL ACQUISITIONS III LLC, a Delaware limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor is the current lessee under that certain Master Lease and Sublease Agreement, dated May 26, 2005 between Assignor and the "Lessor" identified on Exhibit A annexed hereto and together with any amendments, modifications and all other documents and agreements pertaining thereto, including, without limitation the Site Designation Supplement (as hereinafter defined) (the "*Lease*") covering certain premises as more particularly described on Exhibit A attached hereto and incorporated herein by reference and improvements (including a telecommunications tower) located thereon (the "*Leased Premises*");

WHEREAS, the Lease is evidenced by that certain recorded Site Designation Supplement to Master Lease and Sublease Agreement identified on Exhibit A annexed hereto ("*Site Designation Supplement*"), upon which proper recording tax was duly paid at the time of said recording;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignee desires to accept said assignment and assume all of the obligations and liabilities of Assignor in, to and under the Lease accruing from and after the Effective Date;

Prepared By: Sidley Austin LLP, One South Dearborn, Chicago, IL 60601
Return To: Andrea Weber, LandAmerica Commercial Services, 101 Gateway Centre Parkway, Richmond,
VA 23235
COW PEN CREEK (MP03XC076)(3019741)(No Title)

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, the parties hereby agree as follows:

1. *Assignment and Assumption.*

Effective as of the Effective Date, Assignor hereby assigns, sets over, transfers and delivers to Assignee all of Assignor's right, title and interest as lessee in, to and under the Lease, and Assignee hereby accepts the assignment of Assignor's right, title and interest in, to and under the Lease and assumes all of the obligations and liabilities of Assignor imposed under the terms of the Lease.

2. *Consideration.*

The parties acknowledge and agree that no monetary amount or consideration has been or shall be paid for the transfers made hereby and that the parties are directly or indirectly controlled by the same parent corporation.

3. *Transfer Taxes.*

This Assignment and the interests transferred hereby are exempt from transfer taxes, stamp taxes and similar taxes.

4. *Notice.*

All notices hereunder shall be deemed validly given if given in accordance with the Lease.

5. *Governing Law.*

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

6. *Modifications.*

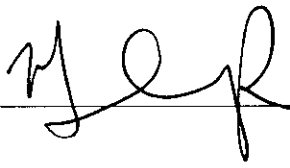
This Assignment shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

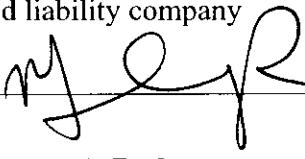
ASSIGNOR:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: 
Name: Melissa J. Buda
Title: Assistant General Counsel
 Real Estate

ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS III LLC,
a Delaware limited liability company

By: 
Name: Melissa J. Buda
Title: Assistant General Counsel
 Real Estate

COW PEN CREEK (MP03XC076)(3019741)(No Title)

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ASSIGNOR BLOCK

State of Florida)
)ss.
 County of Sarasota)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named MELISSA J. BUDA, who stated and acknowledged to me that he/she is Assistant General Counsel of Global Signal Acquisitions II LLC, a(n) Delaware Limited Liability Company, and that as such and for and on behalf of said Global Signal Acquisitions II LLC he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been first duly authorized so to do.

Witness my hand and official seal.

[SEAL]

Becky L. Brodorb
 Notary Public
 My Commission expires:



Becky L. Brodorb
 My Commission DD285335
 Expires January 27 2008

COW PEN CREEK (MP03XC076)(3019741)(No Title)

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ASSIGNEE BLOCK

State of Florida)
)ss.
 County of Sarasota)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named MELISSA J. BUDA, who stated and acknowledged to me that he/she is Assistant General Counsel of Global Signal Acquisitions III LLC, a(n) Delaware Limited Liability Company, and that as such and for and on behalf of said Global Signal Acquisitions III LLC he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated, after having been first duly authorized so to do.

Witness my hand and official seal.

[SEAL]


 Notary Public
 My Commission expires:



Becky L. Brodorb
 My Commission DD285335
 Expires January 27 2008

COW PEN CREEK (MP03XC076)(3019741)(No Title)

Version 1

EXHIBIT A

March 97

Site Name Cow Pen Creek

PCS Site Agreement

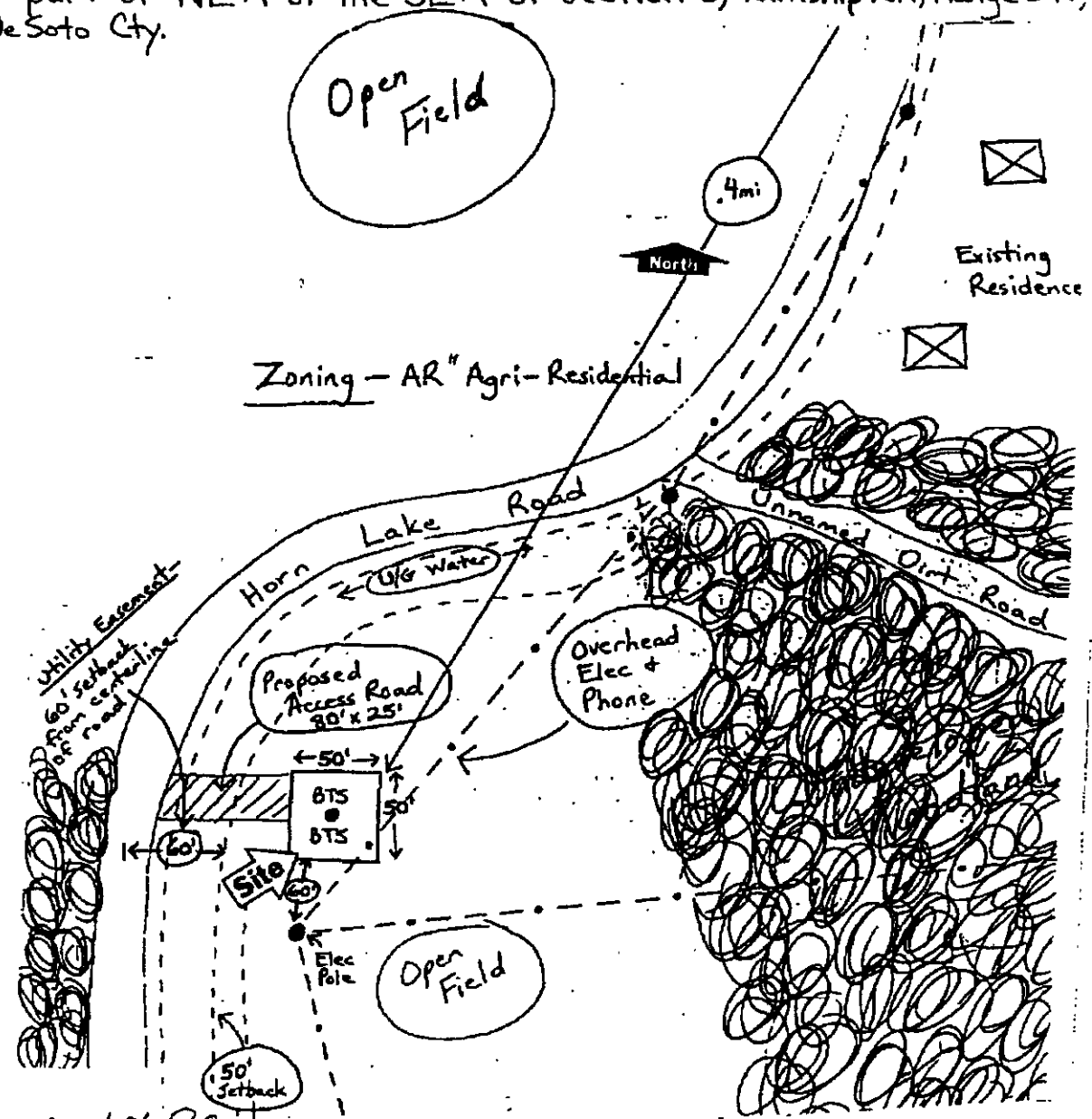
Site I. D. SM076

Site Description

Site situated in the City of _____, County of De Soto, State of Mississippi commonly described as follows:

Legal Description: part of NE 1/4 of the SE 1/4 of Section 8, Township 2N, Range 8W, of De Soto Cty.

Sketch of Site:



Owner Initials AWM & ERW

SprintCom Initials MA

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]